



2297 Highway 12,
PO Box 130
Brechin, Ontario L0K 1B0
p.705-484-5374
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**LAGOON CITY PARKS AND WATERWAYS
MAINTENANCE CONTRACT REQUEST FOR QUOTATION
File # LC-05-25**

Please submit completed proposal in person or by mail in a sealed envelope quoting the above tender number and closing date and forward to:

Lagoon City Parks and Waterways Commission
The Corporation of the Township of Ramara
P.O. Box 130
2297 Highway 12
Brechin, Ontario L0K 1B0

Electronic Submissions will also be accepted and may be forwarded to aschell@ramara.ca and llong@ramara.ca and shall include all pages of the tender, and all supporting documentation.

Any questions regarding the request for quotation should be directed to:
Chris Stewart, Parks & Facilities Supervisor
705-484-5374 ext. 233
cstewart@ramara.ca

CLOSING

DATE: April 2, 2025
TIME: 12:00 p.m.
PUBLIC OPENING: No
LOCATION: Township of Ramara
Administration Building
P.O. Box 130
2297 Highway 12
Brechin, ON L0K 1B0

LATE SUBMISSIONS WILL NOT BE ACCEPTED

The Township of Ramara reserves the right to accept or reject all or any submission.

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INSTRUCTIONS TO BIDDERS

i. DEFINITIONS

The following definitions apply to the interpretation of the Request for Quotation;

1. **“Bidder”** means a person or entity that is submitting a tender in response to the Tender Process.
2. **“The Commission”** means the Lagoon City Parks and Waterways Commission.
3. **“Constructor”** means the successful person or company engaged in the construction business.
4. **“Contract”** means an agreement to be signed between the Owner and a successful bidder pursuant to the tender process.
5. **“Contractor”** means the successful bidder pursuant to the tender process that has extended a contract.
6. **“Closing Time”** Time and Date of Tenders has the meaning ascribed thereto in section ii of these Instructions to Bidders.
7. **“Director of Infrastructure”** means the Director of Infrastructure of the Township of Ramara or such other person, partnership or corporation as may be authorized by the Council to act on their behalf in any particular capacity.
8. **“L.C.P.W.C.”** means the Lagoon City Parks and Waterways Commission.
9. **“OPS”** means the current Ontario Provincial Standards published by the Ontario Standards organization.
10. **“Secretary-Treasurer”** means a person authorized or appointed by the Township to act on behalf of the Commission in any particular capacity.
11. **“Start Work Order”** means the document in writing, referred to in the tender, form that is issued by the Contract Administrator or the Engineer that authorizes the Contractor to begin the work.
12. **“Tender”** means the tender documents issued by the Owner in respect of a specific opportunity and also refers to the documents submitted by a bidder in response to this tender process.
13. **“Tender Documents”** means the documents listed in these Instructions to Bidders.
14. **“Township”** means the Corporation of the Township of Ramara.
15. **“Work”** means the work to be performed by a Contractor pursuant to a Contract issued as a result of this tender as described in the Contract Documents and includes, but is not limited to, the work generally described in Section 14 of these Instructions to Bidders.

ii. GENERAL OVERVIEW

1. SCOPE

The Quotation for spring and summer general maintenance and winter preparation of the Lagoon City Parks and Waterways Commission parks and walkways on:

Block H, Plan M-111	North Beach (Paradise Blvd.)
Block A, Plan M-111	South Beach & two walkways
Block A, Plan M-25	Beaver Trail Work Site
North Footbridge	Pathways between Poplar Crescent and Old Indian Trail
South Footbridge	Pathways between Turtle Path and South Island Trail
Canal Access Points	Adjacent to 91 Turtle Path Adjacent to 2 Pinetree Court Adjacent to 97 Laguna Parkway

(See Schedule IV for maps of the areas listed above.)

2. FORM OF QUOTE

All quotations must be on the forms provided, clearly marked with "Lagoon City Maintenance Contract".

3. FREEDOM OF INFORMATION

All submissions to the Township become the property of the Township and such are subject to the "*Municipal Freedom of Information and Protection of Privacy Act.*"

4. BRIBERY/FRAUD

Should any bidder or any of their agents give or offer any gratuity or attempt to bribe any employee of the Township, or to commit fraud, the Township shall be at liberty to cancel the prospective bidder's submission or contract.

5. PURCHASING PREFERENCE

No preference will be given to any business for goods and/or services provided to the Township and/or Commission.

6. INSURANCE

The Successful bidder(s) shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Township. The coverage shall include premises and all operations liability to be performed by the bidder. This insurance coverage shall be subject to limits of not less than **Five Million Dollars (\$5,000,000.00) inclusive per occurrence** for bodily injury, death and damage to property including loss of use thereof for any one occurrence.

The policy shall include **the Corporation of the Township of Ramara and the Lagoon City Parks and Waterways Commission** as an additional insured in respect of all operations performed by or on behalf of the Bidder.

The Bidder(s) shall be entirely responsible for the cost of any deductible that is maintained in any insurance document.

The Insurance Policy shall not be altered, canceled or allowed to expire or lapse, without thirty (30) days prior written notice to the Township.

The Liability Insurance shall not contain any exclusion of limitations in respect of shoring, underpinning, rising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or land from any cause.

Where applicable the bidder(s) shall carry standard automobile and non-owned automobile liability insurance and shall protect them against all liability arising out of the use of owned or leased vehicles, used by the Bidder(s), its employees or agents. The limits of the liability for both owned and non-owned vehicles shall not be less than **Five Million Dollars (\$5,000,000.00)** per occurrence.

7. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The successful bidder(s) shall supply a Certificate from the WSIB prior to the start of the contract indicating that all of the assessments the bidder(s) or subcontractor(s) is liable to pay under *Workplace Safety Insurance Board Act* or successor legislation have been paid and they are in good standing with the Board.

Effective January 1, 2013, Bill 119 legislates that all Contractors and Sub-Contractors categorized under class G: construction, shall have WSIB account and clearance coverage prior to commencing any contract.

Alternatively, if the successful Bidder(s) is an Independent Operator and is not categorized under Class G: Construction, the Bidder(s) shall submit a letter, from the WSIB, confirming that s/he has Independent Operator Status under the WSIB Act for work to be carried out for the Township. If the Bidder(s) does not have Independent Operator Status, the Bidder shall;

- I. Complete an Independent Operator Status Questionnaire upon being awarded the contract; and,
- II. Fund all costs associated with any appeal of a determination by WSIB that the Bidder is not an Independent Operator; and,
- III. Provide proof of Employer's Liability Insurance (provided either by WSIB or the Contractor's insurance provider.

The Bidder(s) acknowledges and agrees that the Township is not hiring an employee(s) to perform the work associated with this Tender. As such the Township reserves the right to terminate all Contracts associated with this Tender if all appeals have been exhausted and the bidder(s) are determined by WSIB or court or tribunal of competent jurisdiction to be an employee. Any and all monies to be paid to the bidder(s) shall be returned regardless of the extent of work that has been completed to that point, and all material and documents associated with the Tender, as well as Township property, shall be returned to the Township. The bidder(s) acknowledges and agrees that any work completed to the date the appeal process has been completed, and an unfavorable determination is made will be provided to the Township for free and without any expectation of compensation. The risk associated with completing any work while there is an appeal process underway is entirely born by the bidder(s).

8. TRAFFIC CONTROL

The contractor shall be responsible for all traffic control as per OTM Book 7 if any work is carried out in the road allowance and the Contractor shall notify the Township of any required lane closures prior to the installation of any traffic control devices.

9. UNDERGROUND LOCATES

It is the Contractor's responsibility to obtain underground locates if required.

10. ACCESSIBILITY

The Bidder(s) shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act 2005*, S.O. 2005, chapter 11 and the Regulations with regard to provision of the goods and/or services contemplated herein, including, without limitation, section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, as amended. The Bidder(s), when applicable, shall ensure that its employees, agents, volunteers and representatives receive training regarding the provision of the goods and services to person with disabilities. The Bidder(s) acknowledges that the Corporation of the Township of Ramara, in deciding to purchase goods or services through its procurement process, is required to consider the accessibility for persons with disabilities, when applicable and practical to do so.

11. HEALTH & SAFETY

All work performed under this contract must be carried out in accordance with the terms and conditions of the Ontario Occupational Health and Safety Act (OHSA), applicable Regulations, applicable standards, and other applicable legal requirements.

Unless otherwise stated, the successful bidder, for the purposes of the OHSA, shall be designated as the 'Constructor' for this project. The constructor has complete control of the work on behalf of the Township and is responsible for regulatory compliance and safe work procedures on the job site.

Any requirement for a Notice of Project to be submitted to the Ministry of Labour (MOL) is the sole responsibility of the constructor.

The Constructor further acknowledges and agrees that any breach or breaches of the OHSA, applicable Regulations, Standards, *Environmental Protection Act* (EPA), other legal requirements, and/or their own Health & Safety Policies and Procedures whether by the Constructor or any of its subcontractors may result in:

- The termination of the contract.
- The immediate removal of the Constructor and/or sub-contractor's equipment from the site.
- The forfeiture of all sums owing the constructor/or sub-contractor by the Township.

The Constructor's health and safety responsibilities will include the following:

- Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the successful bidder shall ensure that the requirements of the OHSA, applicable Regulations and environmental requirements are complied with.
- Ensure workers are aware of the hazardous substances that may be in used at the workplace.
- Ensure workers are provided with and wear the appropriate personal protective equipment required for the area when engineering controls aren't practicable.
- Demonstrate the establishment and maintenance of health and safety program, with objectives and standards and will provide qualified workers and meet all applicable legislation.
- The Constructor acknowledges that they are familiar with the OHSA, applicable Regulations, applicable Standards and other legal requirements that applies to the work being conducted.
- The Contractor covenants and agrees to observe strictly and faithfully the provisions of the OHSA, applicable Regulations, and rules circulated there under together with the Constructor's Health and Safety Policies and Procedures.
- The Constructor agrees to indemnify and save the Township harmless for damages or fines arising from any breach or breaches of the said OHSA and other applicable legal requirements.
- The Constructor agrees to have a competent supervisor on site at all times when work is in progress, and that this supervisor enforces safe work practices.
- The Constructor shall allow access to the work site on demand to representatives of the Township to inspect work sites.
- The Constructor agrees that any damages or fines that may be assessed against the Township by reason of a breach or breaches of the OHSA and applicable Regulations by the Constructor or any of its sub-contractors will entitle the Township of Ramara to off-set the damages so assessed against any monies that the Township of Ramara may from time to time

owe the Constructor under this contract or under any other contract whatsoever.

- Where any portion of the work or services in this Contract is contracted to a sub-contractor, the Constructor agrees that the provisions of this section (**12. Health & Safety**) will apply to the subcontractor and the Constructor will enforce said provisions.
- The Township may consider previous OSHA violations as grounds for rejection and the Township may terminate any contract arising from this document if the Bidder is continuously in violation of OSHA requirements.

Proof of the above may be required by the Township at any time from tendering to project completion.

12. ASSIGNMENT OF CONTRACT

The successful Bidder(s) shall not assign transfer, convey, sublet or otherwise dispose of this contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, company or City, without the previous consent, in writing, of the Township's officials, which consent shall not be unreasonably withheld.

13. SPECIFICATIONS

Private beaches, footbridges and footpaths

Spring Clean Up (to completed prior to the long weekend in May)

- Rake and dispose of leaves, branches and debris.
- Remove sand from walkways and cut back branches
- Footbridges – sand rough patches of wood handrails; ensure nails are flush with wood planks
- Paint/stain picnic tables with lead-free material
- Ensure wooden walkway/bridge on south beach is installed correctly.
- Place and anchor tables, benches and garbage containers.
- Remove and store snow fencing in predetermined location.
- Inspect all signage and report any damaged or missing signs to the Secretary-Treasurer

Regular Maintenance throughout season

- The following areas will be subject to regular maintenance including, but not limited to, removal of leaves and clearing of debris:
 - Block H, Plan M-111 North Beach (Paradise Blvd.)
 - Block A, Plan M-111 South Beach & two walkways
 - Block A, Plan M-25 Beaver Trail Work Site
 - North Footbridge and pathways between Poplar Crescent and Old Indian Trail
 - South Footbridge and pathways between Turtle Path and South Island Trail
 - Canal Access Points Adjacent to 91 Turtle Path
 Adjacent to 2 Pinetree Court

Adjacent to 97 Laguna Parkway

(Please see Schedule IV for location maps.)

- Pathways at Footbridges, including abutment areas under the bridge shall be kept free and clear of garbage, weeds, debris, fallen and overhanging twigs and branches. Fences shall be maintained and reasonably repaired. Any major repairs required to fencing shall be reported to the Secretary-Treasurer or Director of Infrastructure.
- Semi-weekly clearing of debris from all areas with additional clean-up after long weekends.
- Sand areas of the beaches are to be harrowed on Monday and Friday in each week and cultivated on a monthly basis.
- Additional maintenance to beaches/parks is required after windstorms and shadfly season.
- Removal of any fire pits (not permitted on beaches/parklands);
- Garbage is to be picked up and disposed of semi-weekly throughout the season with additional pickup and disposal after long weekends (dumpster provided).
- Report any damage, vandalism or graffiti to Secretary or Director of Infrastructure.
- Inspect all signage and report any damaged or missing signage to the Secretary-Treasurer

Winter Preparation (Thanksgiving to end of October)

- Remove picnic tables, benches and garbage containers and store in pre-determined location.
- Install snow fence on beaches.
- Ensure all areas are clear of debris, branches, and garbage and ready for winter.

NOTE: The Contractor/Constructor shall not use any chainsaw or hoist equipment to carry out any work under this contract without a certificate of proper training in accordance with the Occupational Health & Safety Act.

The successful contractor must:

- Provide invoices with record of work completed and dates which work was completed.
- Accept that L.C.P.W.C. members will inspect the work completed prior to payment.

14. AWARD OF QUOTATION

The award of the tender will take the following into consideration:

- a. Expertise;
- b. Access to equipment possessing the required safety devices to conform to all regulations
- c. Availability;
- d. Reliability;
- e. Past Performance; and,
- f. Price.

15. HIGHWAY TRAFFIC ACT

The Bidder(s) of any equipment being used under hire by the Township shall be responsible to ensure the equipment is in full compliance of all statues of the *Highway Traffic Act*, R.S.O. 1990.

16. PRICING AND PAYMENT

Payment at the contract price shall be compensation in full for the supply of all labor and equipment necessary to complete the work to the satisfaction of the Commission. Payment at the quoted price shall be paid upon submission of invoice after completion.

It is agreed that the quoted quantities are estimated only and may be increased or decreased by the Township without alteration of the quoted price; however, such increase or decrease shall not exceed 20%.

17. TERM OF QUOTATION

The term of this quotation will be for the months of May, June, July, August, September and October of 2025.

18. QUALIFICATIONS

The successful Bidder shall be a company of recognized standing at least one (1) years' experience in this type of work and have the necessary equipment and skilled labor to carry out the work adequately.

19. CONDITIONS

The Contractor has carefully examined the provisions, specifications and conditions attached to this quotation and has carefully examined the site and location of the work to be done and the Contractor understands and accepts the said provisions, specifications and conditions and, for the prices set forth in this tender, hereby offers to furnish all equipment, labour and other means of construction, furnish all materials except as otherwise specified and to complete work in strict accordance with the provisions, specifications and conditions attached to this quotation.

It is agreed that the quoted start and finish dates are estimates only and may be increased or decreased by the Township and/or the Commission without alteration of the quoted price.

20. SUBMISSION FORMAT & CONTENTS

a. General Format of Submission

The Township and/or the Commission **will not** accept any other format of the schedule I Items Prices other than that provided within this Request for Quotation. Schedule I Items and Prices are to be completed **in full** as provided in this document with no modifications, additions or deletions. **Failure to complete Schedule I as stipulated may result in disqualification of the bid submission.**

b. Contents of Submission

The Request for Quotation response submission must include the following completed information only and shall be submitted in the same sequence provided:

I. Completed Bidder Information Form

II. Operator Experience.

- a. Provide a Drivers Abstract for each operator being assigned to work with the Township and identify their qualifications, any licenses held, experience and number of years with the company.
- b. Provide a copy of the companies CVOR Abstract.
- c. Any Additional relevant certifications that may be required

III. Health and Safety:

- a. Provide a current and valid certificate of clearance from WSIB
- b. Provide a completed Declaration of Accessibility Compliance form

IV. Schedule I – Items and Prices

V. Schedule II – Ability and Experience Form.

VI. Schedule III – Equipment

VII. Schedule IV – Images of areas to be Maintained

VIII. Declaration of Accessibility Compliance Form.

iii. TENDER DOCUMENTS

Quotation Form

Lagoon City Parks and Waterways Commission

Maintenance Contract

Documents to be enclosed with this form including but not limited to:

- Bidder Information Form
- Operator Experience (CVOR Abstract) Information
- Health & Safety Information
- Schedule I – Items and Prices
- Schedule II – Ability and Experience Form
- Schedule III – Equipment
- Schedule IV – Images of Areas to be Maintained
- Declaration of Accessibility Compliance Form

21. BIDDER INFORMATION FORM

**BIDDERS MUST COMPLETE THIS FORM AND INCLUDE WITH THEIR SUBMISSION
PLEASE ENSURE ALL INFORMATION IS LEGIBLE.**

Company Name	
Contact Name	
Address (Including postal code)	
Office Phone #	
Toll Free#	
Cellular#	
Fax#	
E-Mail Address	
Website	
HST Account #	

I CERTIFY THAT ALL PRICES IN SCHEDULE I CONSTITUTE THE OFFICAL QUOTATION BID

NAME:

(PRINT)

AUTHORIZED SIGNATURE:

DATE:

Bidder(s) initials and date: _____

22. SCHEDULE I – ITEMS AND PRICES

The total bid price shall be all inclusive with H.S.T. extra

Any modifications of this form will result in the bid being disqualified. This form must be completed in full.

Item No.	ITEM DESCRIPTION	UNIT	TOTAL
1	Spring Cleanup	Lump Sum	\$ _____ HST. \$ _____
2	Regular Maintenance May Long weekend through Thanksgiving	Lump Sum	\$ _____ HST. \$ _____
3	Winter Prep	Lump Sum	\$ _____ HST. \$ _____

Quotation price shall be good until _____, 2025.

23. SCHEDULE II – ABILITY AND EXPERIENCE FORM

The Bidder shall provide below three (3) separate customers **other than the Township** having purchased a similar size and design of goods and/or services as specified herein for a previous three (3) year period from the issuance of this document.

REFERENCE #1	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #2	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	
REFERENCE #3	
Customer	
Contact Name & Phone Number	
Date of Purchase	
Description of Goods or Services Provided	

REFERENCE RELEASE FORM

I _____ (authorized signatory for the submitting firm) authorize the Township to contact the person and/or organization listed on the ABILITY & EXPERIENCE FORM, for the purpose of obtaining information relating to the bidder

The Township reserves the right to call references if in its sole discretion finds a need to do so.

The Township reserves the right to check other references other than listed herein.

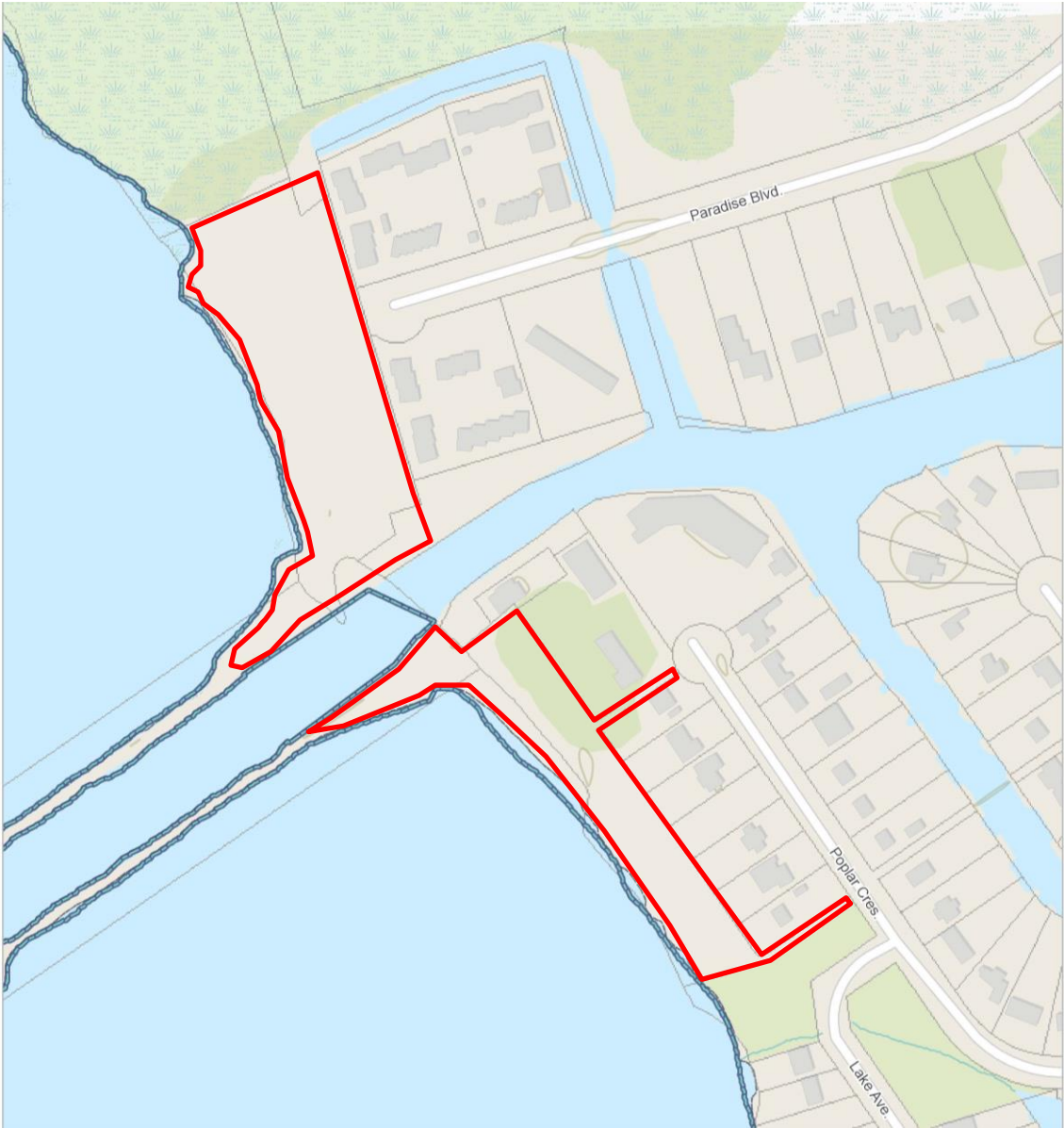
Bidder(s) initials and date: _____

24. SCHEDULE III – EQUIPMENT

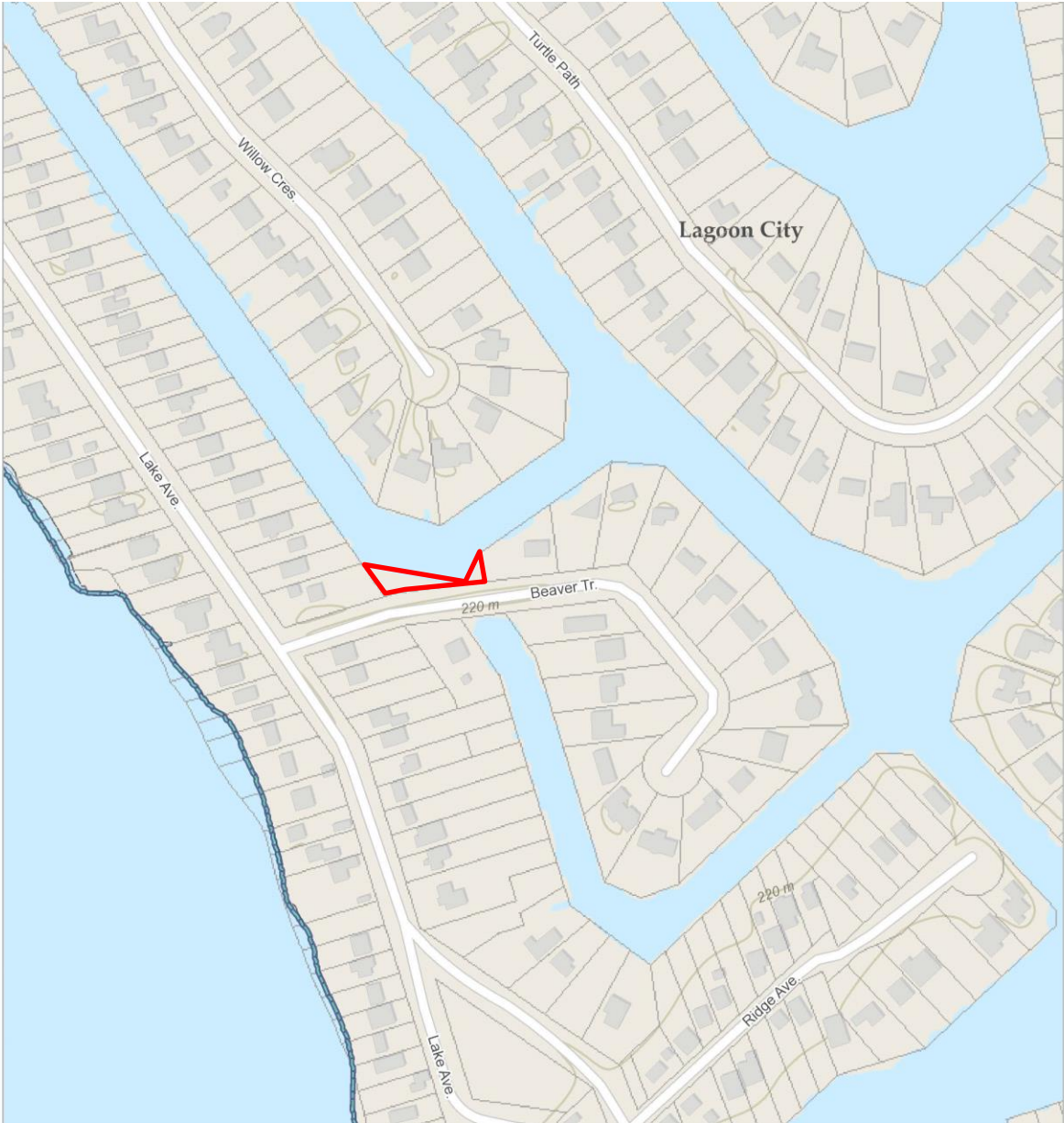
Please provide a list of the equipment that would be used to complete the contract. (ie: tractors, trimmers, saws, etc.) Please include make, model, year, and horsepower.

25. SCHEDULE IV – IMAGES OF AREA TO BE MAINTAINED

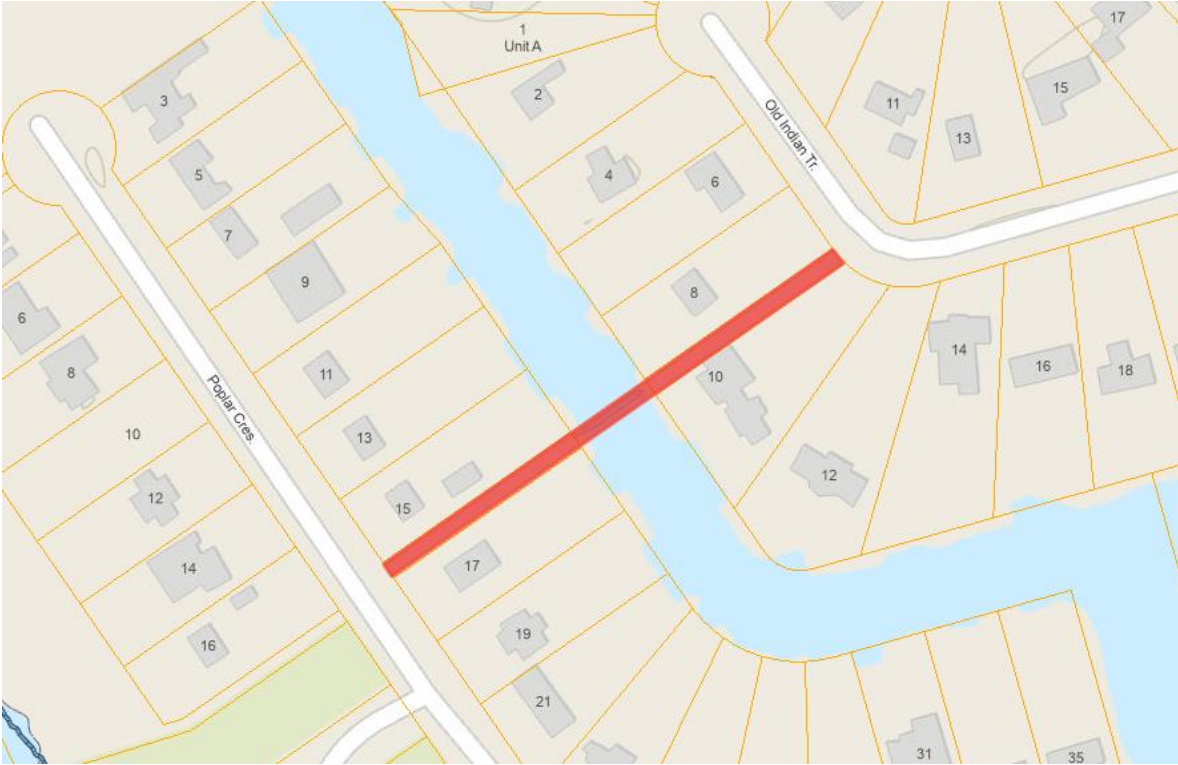
North and South Private Beaches



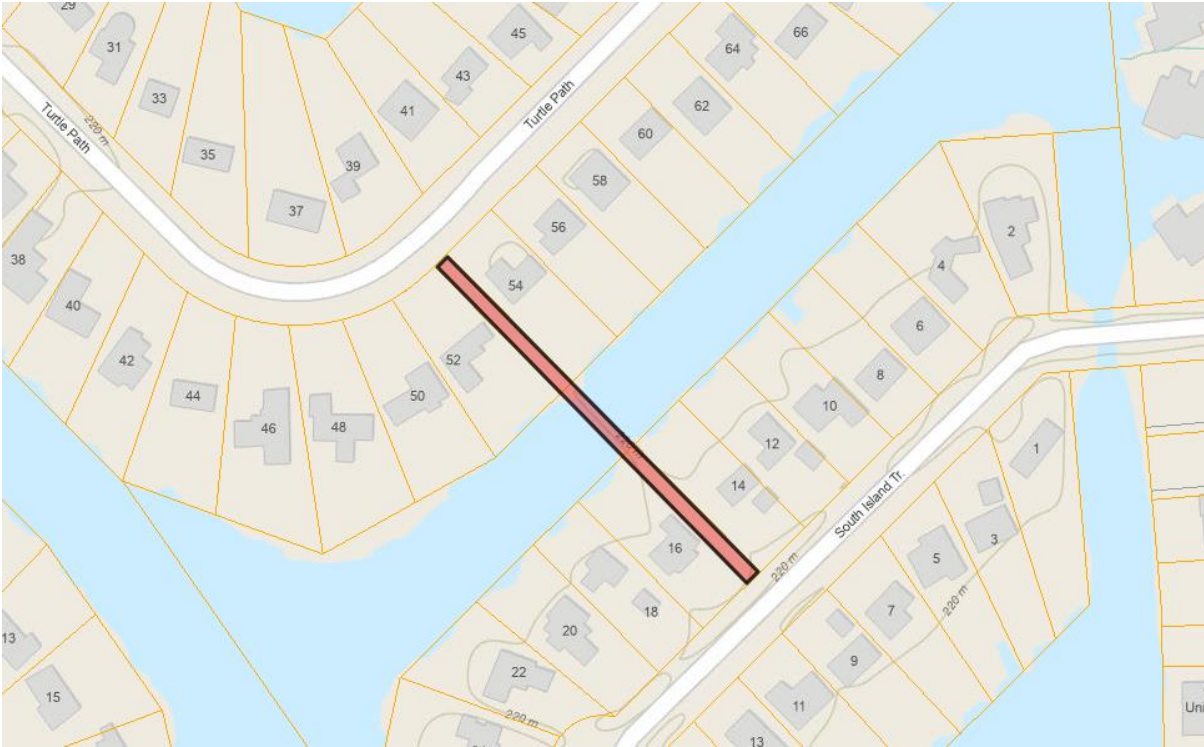
Beaver Trail Work Site



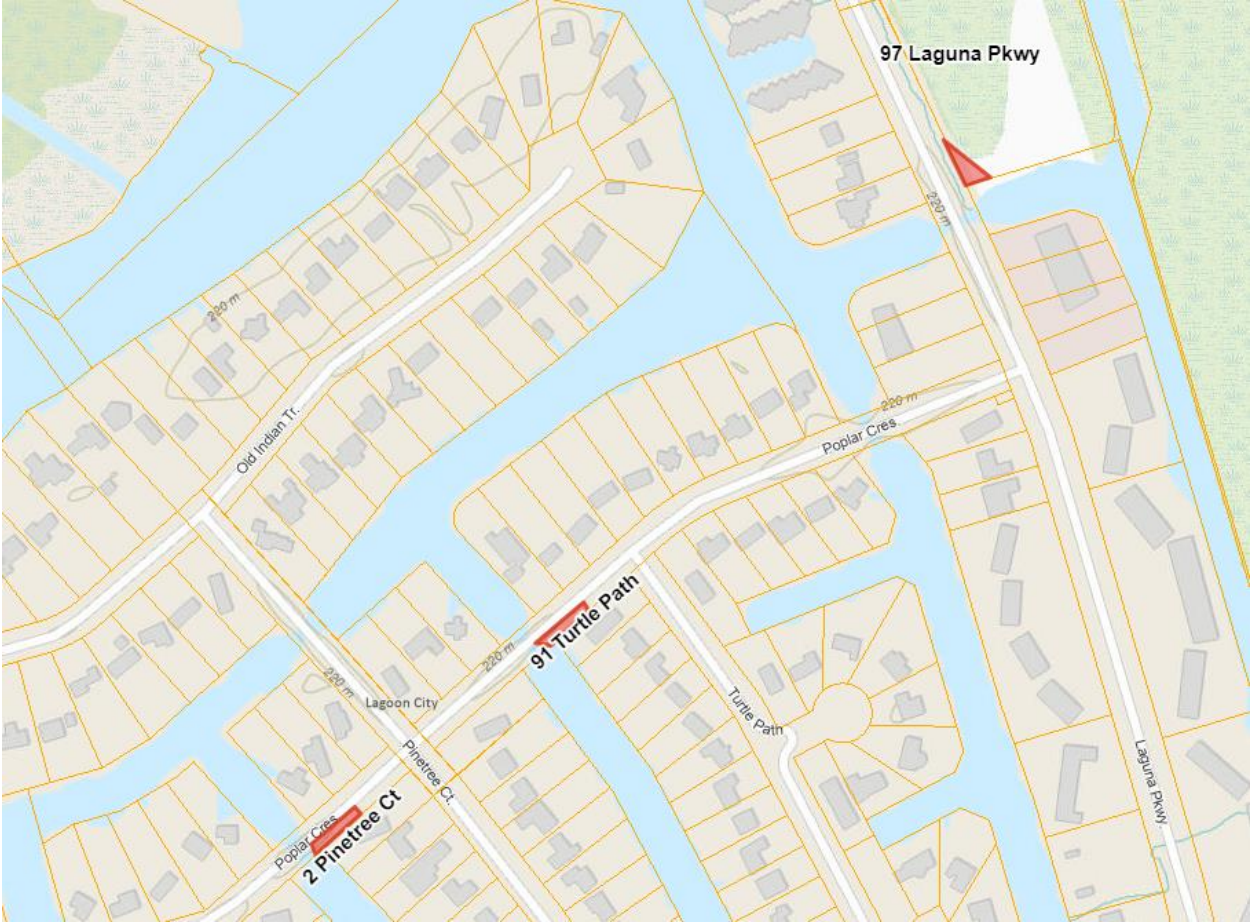
**North Foot Bridge Pathways
Between Poplar Crescent and Old Indian Trail**



**South Foot Bridge Pathways
Between Turtle Path and South Island Trail**



Canal Access Points



26. DECLARATION OF ACCESSIBILITY COMPLIANCE FORM

Company Name: _____

Contact Name: _____

Title: _____

Date: _____

I acknowledge that I am required to comply with Section 6 of Ontario Regulation 429/07 (Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005*). I confirm that my employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required. I will provide to The Corporation of the Township of Ramara any further documentation that confirms this training upon its request.

I will indemnify the Corporation of the Township of Ramara from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements.

I declare that I have read, understood and will meet all enacted accessibility standards as amended from time to time.

I further declare that if applicable I will undertake to ensure any sub-contractors hired by _____ (insert company name) for the completion of work contracted by the Township of Ramara will also comply with the above requirements.

Authorized Signature
I have authority to bind the corporation.

Date